

WILLIAM B. CANFIELD III

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February 25, 2020

Martine Kao

Society of Young Women Scientists and Engineers, LLC.

Suite 1110

841 Bishop Street

Honolulu, HI 96813

Re: Terms of Engagement

Dear Martin:

This letter is to confirm the terms under which I will be retained by you and by the Society of Young Women Scientists and Engineers LLC to render legal services and professional representation on your behalf and on behalf of the Society with respect to any and all issues involving the Federal Election Campaign Act, the Internal Revenue Code of 1986, as amended, including compliance with federal campaign finance statutes, regulations and reporting requirements that may flow from the public activities of the Society. The conditions for my representation of you and the Society are as follows:

1 I will provide advice and counsel to you and to the Society with regard to the issues involving compliance with the Federal Election Campaign Act of 1971, as amended, the Bi-Partisan Campaign Reform Act of 2002, and state and local campaign finance and disclosure regulations, as applicable. I will also provide advice and counsel to you and to the Society with respect to any other legal matter that may arise in the course of your ongoing public activities, as directed by you and the Society.

2. In consideration of my undertaking hereunder, I will request a retainer payment in the amount of \$7500.00, against which I will bill for my time, as expended, at my hourly rate of \$650.00. When and if the retainer amount is depleted, I will negotiate with you the terms of my engagement going forward, either at a flat fixed fee or an hourly basis. Should the level of activity required of me by this engagement exceed the present expectations of both parties to this agreement, I reserve the right to renegotiate the terms of engagement with you and the Society, as the need may arise.

3. This arrangement will commence immediately and upon its mutual execution by us and shall run until terminated by one of the parties upon thirty (30) days written notice being provided by the terminating party.

5. As you will understand, I have a number of pre-existing client relationships that under some circumstances, could present possible conflicts of interest with some aspects of your representation. If such a potential conflict should arise, the parties will work in good faith to resolve it. If no mutually satisfactory resolution is possible, I reserve the right to represent the prior client on the issue or issues in question. In the event that such an irreconcilable conflict necessitates a level of representation for you by me below that which justifies the fee structure set forth above, the fee structure will be modified accordingly. The parties also recognize that your representation may limit me in representing potential clients in the future.

Should the above terms be satisfactory to you, please sign the original and the attached copy of this letter and return the signed copy to me as an attachment to an e-mail message.

I am very pleased to represent you and the Society and look forward to continuing our relationship in this regard. If you have any questions, please call me at (202) 345-5547 or e-mail me at "canfieldwilliam@gmail.com."

Sincerely,

William B. Canfield III

Accepted by: _____



Martin Kao and for the Society of Women Scientists and Engineers, LLC

Date: _____

3-4-2020